

1 BEFORE THE
2 ILLINOIS COMMERCE COMMISSION
3
4 IN THE MATTER OF:)
5 MARK ZAAR,)
6 vs.) No. 01 -0406
7 COMMONWEALTH EDISON COMPANY)
8 and ILLINOIS BELL TELEPHONE)
9 COMPANY,)
10 Chicago, Illinois
11 July 11, 2001

12 Met, pursuant to notice, at 10:00 a.m.

13 BEFORE:

14 MR. JOHN RILEY, Administrative Law Judge

15 APPEARANCES:

16 MR. MARK ZAAR,
17 33546 North Lake Shore
18 Gages Lake, Illinois
19 appearing pro se (telephonically);

20 MR. WALTER HAZLITT,
21 70 West Madison Street
22 Suite 4100,
23 Chicago, Illinois 60601
24 appearing for Commonwealth Edison
25 (telephonically);

1 APPEARANCES CONT'D

2 MR. JAMES HUTTENHOWER,
3 225 West Randolph
4 Suite 25D
5 Chicago, Illinois 60606
6 appearing for Illinois Bell Telephone
7 Company (Ameritech Illinois)
8 (telephonically).
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1 JUDGE RILEY: Pursuant to the direction of the
2 Illinois Commerce Commission, I now call Docket
3 01-0406. This is a complaint by Mark Zaar against
4 Commonwealth Edison and Ameritech with regard to
5 the relocation of an existing utility pole in Gages
6 Lake, Illinois.

7 Beginning with Ameritech,
8 Mr. Huttenhower, would you enter an appearance for
9 the record, please.

10 MR. HUTTENHOWER: James Huttenhower,
11 H-u-t-t-e-n-h-o-w-e-r, on behalf of Ameritech
12 Illinois, 225 West Randolph Street, Suite 25D,
13 Chicago 60606, 312-727-1444.

14 JUDGE RILEY: And Commonwealth Edison.

15 MR. HAZLITT: Walter Hazlitt, law firm of Foley
16 & Lardner, 70 West Madison Street, Suite 4100,
17 Chicago, Illinois, 60601, phone number is
18 312-558-5174, appearing on behalf of Commonwealth
19 Edison Company. Also on the line here today is Mr.
20 Robert Jacobs with Commonwealth Edison.

21 JUDGE RILEY: Thank you. And, Mr. Zaar, it is
22 my understanding you are still appearing without an

1 attorney; is that correct.

2 MR. ZAAR: That's correct.

3 JUDGE RILEY: Gentlemen, this is a status, and
4 that means exactly what it says. Where are we with
5 regard to the matters that we discussed last time
6 on June 25th? Mr. Zaar, why don't you go first.

7 MR. ZAAR: I talked with Bob Jacobs at ComEd
8 just to see what -- if he was going to be able to
9 do what we talked about at the last meeting, and he
10 said he would verify that and let me know today.
11 Otherwise, I haven't had any contact with anyone
12 other than just to get the conference call number.

13 JUDGE RILEY: Okay. Then counsel for ComEd, I
14 will toss the ball to you.

15 MR. HAZLITT: We have spoken with Mr. Zaar. I
16 haven't. Mr. Jacobs here with me has, and I
17 understand from the conversation -- and Mr. Jacobs
18 can fill us in a little bit more exactly -- that we
19 were going to confirm with our folks that we can
20 proceed with the work at the price that we had
21 quoted Mr. Zaar.

22 And I will, at this point, pass it over

1 to Mr. Jacobs to amplify that explanation.

2 MR. JACOBS: We are willing to do that, to
3 proceed and do our work. However, we would prefer
4 that Ameritech sign the joint work agreement and
5 that we proceed together on this in an orderly
6 fashion. But Mr. Zaar has signed an agreement with
7 us, he has paid us money, and we are prepared to
8 deliver on that agreement that we have signed with
9 him.

10 JUDGE RILEY: And, Mr. Huttenhower,, what is
11 Ameritech's response?

12 MR. HUTTENHOWER: Well, I had talked to my
13 contacts about whether we would be able to do the
14 work at a lesser price. Mr. Zaar had talked in
15 general terms about, you know, he could go up to
16 \$3,000, and whether Ameritech and Edison could then
17 agree, you know, taking \$3,000 as a number to do
18 the work for that total amount, both companies.

19 And I was -- the response I got was that
20 we would be willing to lower the price of what we
21 were doing to roughly \$2,000, and then, you know,
22 we could -- you know, where that is of interest to

1 Edison, I am not really sure because that would
2 leave them with 1,000, I guess, so that is where I
3 stood.

4 I tried to get a little more visibility
5 into what part of our estimate related to, say,
6 pure removal of stuff versus movement of equipment,
7 and I can speak to that a little bit, as well, if
8 necessary.

9 JUDGE RILEY: Okay. I am not sure I follow you
10 at all there. It is my understanding that
11 Ameritech's estimate was over \$2,800 initially.

12 MR. HUTTENHOWER: Yes. And that we would be
13 agreeable to doing the work for about \$2,000.

14 JUDGE RILEY: Why does that bring Commonwealth
15 Edison down to \$1,000?

16 MR. HUTTENHOWER: Well, it does not bring them
17 down to \$1,000. Mr. Zaar had said at the last
18 hearing that if as a package it would cost \$3,000
19 bucks, that would be a number he could live with.
20 So if he has -- if there is \$3,000 to play with and
21 we would do the work for \$2,000, that would leave
22 \$1,000 for them, and I don't know whether that is

1 something that Edison would agree to, as well.

2 JUDGE RILEY: Well, it is my understanding that
3 Mr. Zaar has already paid \$1,894 to Commonwealth
4 Edison for this, and Commonwealth Edison just said
5 that they are willing to deliver on their agreement
6 for that same pay.

7 MR. HUTTENHOWER: Well, then they can perform
8 their contract. Mr. Zaar does not have a contract
9 with us.

10 JUDGE RILEY: I understand that.

11 Mr. Zaar, what is your response to this?

12 MR. ZAAR: Well, at this point, you know, I
13 thought I was being fair in trying to go with the
14 high end of the estimate and then tacking on
15 another 20 percent to cover contingencies, and I am
16 still almost -- at this point I am just about,
17 what, almost -- \$2,000 plus \$1,800 is \$3,800, so I
18 am -- you know, I don't know that I want to bend
19 that far. I would like ComEd -- I'm sorry. Is
20 someone else speaking?

21 JUDGE RILEY: No. Go ahead.

22 MR. ZAAR: I need ComEd. I need them to move

1 the pole. I need to be able to have electric in my
2 own home. I don't want to have to pay to have
3 underground service moved if it is connected to the
4 existing pole, and I don't see any point in doing
5 that.

6 I understand that ComEd wants to work in
7 conjunction with Ameritech, and what -- I would be
8 interested in knowing where the cost breaks down
9 for Ameritech in terms of how they still come up
10 with \$2,000 in work if all of the work they have is
11 just to move their line over, and you said you had
12 some kind of a breakdown on that which I was unable
13 to get at any point previous to this.

14 JUDGE RILEY: Mr. Huttenhower, would Ameritech
15 be willing to do that, or would you explain what
16 the \$2,000 would consist of?

17 MR. HUTTENHOWER: Basically, we knocked off --
18 as you may recall from the prior hearing, we went
19 into some discussion of the fact that, you know,
20 Edison's estimate includes some work that sort of
21 relates to Ameritech and Ameritech's estimate
22 includes some work that relates to Edison, since

1 only one company can remove the pole and only one
2 company can put up a new pole.

3 And what we basically did was, I will
4 say in rough terms, lop off from our estimate the
5 Edison-related component.

6 JUDGE RILEY: Okay.

7 MR. JACOBS: Examiner, Bob Jacobs.

8 JUDGE RILEY: Yeah.

9 MR. JACOBS: Our original cost to move this pole
10 was \$3,200. Mr. Zaar is aware of that. He and I
11 have spoken about that, and he spoke to our
12 engineering people in the past about that. Our
13 engineering supervisor sharpened his pencil, so to
14 speak, and reduced the charges from \$3,200 to
15 \$1,800, reduced it by \$1,311. To my knowledge, our
16 proposal was always for ComEd to set the new pole
17 and Ameritech to remove the old pole, which is
18 quite common in jobs like this or in jobs where
19 there is an emergency replacement due to a car
20 hitting a pole or things like that. It is normal
21 that we would set a new pole and Ameritech remove
22 it after they transfer their equipment.

1 JUDGE RILEY: Well, where it seems to me that we
2 are is that the Commonwealth Edison portion of this
3 problem has been paid for and solved, and they are
4 ready and willing to do the work that is necessary.

5 Ameritech originally -- Mr. Zaar, it
6 seemed to me that you got some kind of a verbal
7 estimate from a field representative of \$500 to
8 \$1,000 to do the Ameritech portion of the work.

9 MR. ZAAR: Right.

10 JUDGE RILEY: And I am looking at an estimate of
11 cost and authority for special construction charge
12 and invoice from Ameritech. I have a handwritten
13 notation that the ballpark -- that the \$500 to
14 \$1,000 estimate by the field representative was a
15 ballpark figure and then they have given you a
16 breakdown of the actual amount of \$2,859.84.

17 MR. ZAAR: That's correct.

18 JUDGE RILEY: And Ameritech has just said that
19 by excluding the Commonwealth Edison component of
20 the estimate, they can come down to \$2,000, so
21 where you are is approximately \$800 higher than the
22 original \$3,300 estimate.

1 MR. ZAAR: Well, the original estimate from
2 ComEd was \$1,000 to \$1,500 and it was \$1,800, and I
3 can live with that because, as a percentage, I am
4 only off by 15, 20 percent off the high end.

5 I mean Ameritech is \$500 to \$1,000. I
6 go 20 percent over the high end, I am at \$1,200
7 buck and, you know, I mean, I am trying to be
8 reasonable because I know nobody has a crystal
9 ball. I can't imagine when I am told it is going
10 to take an hour to engineer the project then I get
11 a \$635 cost for engineering --

12 JUDGE RILEY: I understand, but part of the
13 reasonableness of this is also not taking these
14 estimates with a grain of salt but a field
15 representative that just throws out a figure like
16 that, it is not -- I mean, it could easily be -- I
17 am not exactly certain what is the term that I am
18 looking for, but I don't know how much reliance you
19 should have placed upon a field representative's
20 verbal estimate.

21 MR. ZAAR: Right. What I have a question for
22 Ameritech on is exactly the work order that they

1 are going to do. I would like to know what each
2 portion of it is and what it costs to do because
3 all they have up there is a 25 pair line and two
4 drops, and I am trying to understand how that is a
5 \$2,000 job.

6 MR. HUTTENHOWER: I can provide that at -- I can
7 provide some of information to Mr. Zaar. A lot of
8 this is viewed as being proprietary, so they are
9 very disinclined to reveal, Okay, doing Item X is
10 \$25.22 or whatever.

11 One other alternative that I could
12 suggest to Mr. Zaar is if he wants us to do the
13 work and we, you know -- we go out and then we see,
14 okay, it takes two hours -- two man hours and
15 whatever else and then we bill him for our
16 actual -- you know, the amount of work it actually
17 takes after it is done, we could probably pursue an
18 option like that, as well.

19 I don't know whether that would cost him
20 more or less than the --

21 MR. ZAAR: The only way I would be willing to do
22 that -- that is like writing a blank check. The

1 only way I would be willing to do that is if there
2 was a not to exceed number. I mean, I leave myself
3 open to a lot of future problems by doing that.

4 JUDGE RILEY: We are right now is that we have
5 Commonwealth Edison set and ready to do the work
6 that they contracted to do with you for the price
7 that has been paid, and Ameritech has come down to
8 \$2,000 from their original estimate of \$2,859,
9 almost \$2,860.

10 Mr. Zaar, you are perfectly entitled to
11 pursue your complaint at a formal hearing. What
12 relief can be granted, I could not possibly say.

13 MR. ZAAR: I hear what you are saying. What I
14 want to understand, though, is, I want to
15 understand the facts, and I need something. We
16 have a verbal record of this and we will have a
17 written record of it, but what I want to understand
18 is -- Mr. Huttenhower, is it?

19 MR. HUTTENHOWER: yes.

20 MR. ZAAR: Ameritech now. If you did an hourly
21 thing, cost, do you think they would be willing to
22 do cost with a not to exceed number?

1 MR. HUTTENHOWER: I can ask that. I suspect
2 what they would probably end up saying is the not
3 to exceed number would be the estimate, but --

4 MR. ZAAR: The \$2,000 or the \$2,800?

5 MR. HUTTENHOWER: That I don't know.

6 MR. ZAAR: That is the question at hand.

7 And what I would like to understand also
8 from ComEd, I want ComEd is going to -- I want a
9 description of what they are going to do in English
10 and a description of what Ameritech is going to do
11 because the cost involved -- I have friends who
12 work for the phone company, and they have given me
13 an idea of how many hours are involved in doing
14 what I need done.

15 Even at \$200, I can't come up with a
16 \$2,000 figure. That is all I am trying to
17 understand, and I understand it is proprietary.
18 And I am obviously not going to say who my friends
19 are because I don't want them to get in trouble. I
20 am just trying to understand. I don't know what
21 their hourly rate is. Does it exceed \$200 an hour?

22 MR. HUTTENHOWER: The estimate information that

1 I have sort of just gives a lump sum of labor costs
2 without necessarily telling me that it is 2 hours
3 or 15 hours.

4 MR. ZAAR: I hear what you are saying. I am
5 just trying to understand it in common terms
6 because, you know, I don't make \$200 an hour. It
7 seems like a lot of money. It seems like a very
8 generous figure to work with. Your time may be
9 billed out at that, I don't know.

10 MR. HUTTENHOWER: I am certainly not paid at
11 that rate.

12 MR. ZAAR: Because you would be working a day a
13 week and be happy. I mean, I understand that
14 everybody has to make money. I am just trying to
15 get a grip on what has to be done, and if I could
16 get from Ameritech a not to exceed number of \$2,000
17 and a description of what they are going to do and
18 what those -- what the costs associated with it
19 are, I would sign off on that.

20 MR. HUTTENHOWER: Ameritech has stated for the
21 record that they are willing to lower the price to
22 \$2,000.

1 MR. ZAAR: I understand that, and what Jim had
2 just said was that he would be -- they would
3 possibly be able to do it as what the actual costs
4 incurred were. And I what I would like is costs
5 incurred with a not to exceed number of \$2,000.

6 JUDGE RILEY: In other words, you want the
7 \$2,000 in writing, you want a commitment.

8 MR. ZAAR: I want that guarantee, but I also
9 want to gamble on the fact that it is not going to
10 be as much work as they are claiming it to be
11 because that has been my contention all the way
12 along. And if I am wrong, they get their \$2,000
13 regardless, which they are already willing to
14 accept. I don't really see how they have anything
15 too lose in that particular scenario.

16 JUDGE RILEY: In other words, you are afraid
17 that if the \$2,000 is committed and no more than
18 that, then they are going to come in and it is
19 still not going to solve the problem then.

20 MR. ZAAR: Right. But what I am also saying is,
21 if they go into this project and there is 12 man
22 hours involved and they bill me at \$200 an hour or

1 whatever it is, I am stuck with \$2,000 at my most.

2 If turns out that it is a three-hour
3 project for two guys and there is a \$700 or \$800
4 bill, I just want for my piece of mind to know how
5 it ended up costing as much as it is when nobody
6 can give me -- the only way that Ameritech would
7 have anything to lose by this is if they know that
8 there is nowhere near \$2,000 in real costs, and the
9 only extra expense they would have in doing that is
10 the cost of documenting what it took to do the job,
11 which I am sure if my little company can document
12 jobs costs, I am sure Ameritech has a better
13 system.

14 JUDGE RILEY: And is it my understanding that
15 you want the same thing from Commonwealth Edison.

16 MR. ZAAR: ComEd I have a figure with, and I can
17 see how they have \$1,800 in work there. ComEd has
18 three times as much work as Ameritech, in my
19 estimation, and that is the only problem I have
20 with it.

21 Ameritech's work there is not as
22 laborious as the work for ComEd, and I just

1 don't -- I don't understand how they are entitled
2 to more money than ComEd gets.

3 JUDGE RILEY: I am not going to get into that.

4 MR. ZAAR: I understand. This is just my
5 feeling, and it is the feeling of several other
6 people I talked to which I consider to be somewhat
7 expert in it.

8 JUDGE RILEY: Unfortunately, that does not have
9 any meaning here.

10 MR. ZAAR: I understand that.

11 JUDGE RILEY: Mr. Huttenhower, what is
12 Ameritech's response to complainant's request
13 for --

14 MR. HUTTENHOWER: I will need to run this past
15 the business people. I just want to make sure I
16 understand what he is asking for.

17 Okay. He is willing to be charged, I
18 will say, the actual cost retroactively up to
19 \$2,000.

20 MR. ZAAR: That's correct.

21 JUDGE RILEY: And, apparently, he wants a
22 detailed breakdown of what the labor and material

1 costs are going to be.

2 MR. ZAAR: After it is done even.

3 JUDGE RILEY: So that he can understand why it
4 is costing as much as \$2,000.

5 MR. HUTTENHOWER: Okay. I cannot --

6 JUDGE RILEY: In other words, it is a
7 justification of the \$2,000 is apparently what he
8 wants. Would Ameritech be willing to do that?

9 MR. HUTTENHOWER: I don't want to say for sure
10 that we would, but I can call the appropriate
11 people after we get off the phone here and see if
12 they can do it that way.

13 I assume that if we do in the general
14 matter bill retroactively, our bill does not just
15 say, you know, services rendered.

16 MR. ZAAR: Right. That is not an adequate
17 description, in my sense. I would like to know
18 that they had, you know, if they had cable costs,
19 they had engineering hours, you know they charge
20 \$100 an hour for a boom truck. Fine. I am
21 just -- considering I am the one spending the
22 money, I would just like to know how it gets there.

1 That is all.

2 And, I mean, when you spend -- it is not
3 the end of the world but it is a couple thousand
4 dollars. But in my mind, I still can't get to that
5 figure.

6 I am at the point where you guys have
7 worn and worn me down to the point where I am
8 willing to go with, go ahead, whatever, and I
9 know -- in the back of my mind right now, I know I
10 am going to get a bill that exceeds \$2,000.

11 JUDGE RILEY: Let's not go there. There is no
12 reason to create that kind of contention right now.

13 Mr. Huttenhower, we are going to leave
14 it with you that you are going to have to contact
15 the Ameritech business office and see what, if any,
16 kind of a breakdown is available in the costs
17 that -- in the cost of the \$2,000.

18 Have I oversimplified, or is that
19 essentially correct?

20 MR. HUTTENHOWER: What I will do is, I will
21 contact our business folks and see if they can
22 agree to what Mr. Zaar proposes on sort of the

1 breakdown of actual costs and a not to exceed of
2 \$2,000. If we are able to do that, I will contact
3 Mr. Zaar and let him know, and, presumably, then we
4 can get together the appropriate paperwork to make
5 the complaint go away.

6 If we cannot do what Mr. Zaar has
7 proposed, then I guess I will notify everyone
8 either by letter or by E-mail or whatever and say,
9 Okay, well, at least as far as Ameritech is
10 concerned, we have not been able to resolve things,
11 and I guess at that point it would be -- would be
12 reasonable, Judge Riley, for you to get this on
13 track to go to a hearing, I guess.

14 JUDGE RILEY: That was my next feeling.

15 If this -- is there any issue with
16 regard to Commonwealth Edison? It is my
17 understanding that Commonwealth Edison has clearly
18 stated that they will deliver according to their
19 agreement with the complainant.

20 MR. ZAAR: Is this question for me?

21 JUDGE RILEY: Mr. Zaar, yes.

22 MR. ZAAR: Sorry. My only issue with

1 Commonwealth Edison is , if Ameritech is unable to
2 resolve this with us, are they going to be able to
3 do the work in a timely manner?

4 JUDGE RILEY: Can it be done at all without
5 Ameritech's cooperation?

6 MR. ZAAR: That is the question.

7 JUDGE RILEY: ComEd. Mr. Jacobs?

8 MR. JACOBS: As I said, we were reluctant to
9 proceed without Ameritech agreeing to this because,
10 you know, we do work jointly, but if we were to go
11 ahead, you know, if it was the Hearing Examiner's
12 desire to, we could set this pole in the new
13 location, transfer our transformer and things, and
14 cut off the pole and leave it there with
15 Ameritech's equipment. Yes, we could do that.

16 JUDGE RILEY: How long do we anticipate it is
17 before Ameritech has some kind of resolution, a yes
18 or a no answer, basically?

19 MR. HUTTENHOWER: Assuming the people I need to
20 talk to are not on vacation, I should be able to
21 get back to you in a day or so.

22 MR. ZAAR: Okay.

1 JUDGE RILEY: What I will do then is, while we
2 are waiting for this answer, I will set one more
3 status in this thing. Today is July 11th. We can
4 do another telephonic status.

5 I am getting kind of -- my calendar is
6 getting kind of crowded for the second half of
7 July, but is two weeks okay?

8 MR. HUTTENHOWER: That would be like the 25th?

9 JUDGE RILEY: Approximately the 25th.

10 MR. HUTTENHOWER: That is fine with me.

11 MR. HAZLITT: I think that is all right with me,
12 as well.

13 JUDGE RILEY: I have got a matter up at
14 11:00 a.m. and that is also a Commission bench
15 session. Let me give this some thought just a
16 second.

17 I have Monday the 23rd wide open.

18 MR. HUTTENHOWER: That would be fine with me, as
19 well.

20 JUDGE RILEY: Monday the 23rd any problem?

21 MR. HAZLITT: It is okay.

22 MR. ZAAR: That should be fine.

1 JUDGE RILEY: That should give us enough time,
2 assuming, Mr. Huttenhower, that the Ameritech
3 people are not unavailable, that you will be able
4 to get an answer.

5 MR. HUTTENHOWER: Yeah. And if we get something
6 worked out with Mr. Zaar in the meantime, I assume
7 he would be happy for Edison and us to get underway
8 as soon as we could, right?

9 MR. ZAAR: Yeah. I would be happy to sign what
10 I could to release your commitment.

11 That is my concern at this point. I
12 would rather not wait two more weeks to find out
13 that nothing has happened and end up right back
14 where we are now because we are -- with the
15 exception of the \$800 that Ameritech came up with
16 and possibly the cost plus basis or whatever we are
17 talking about, we really aren't any further because
18 ComEd still doesn't want to -- if it is a matter of
19 a few days, I don't mind having ComEd wait. But
20 from what I understood from ComEd, depending on how
21 they track me on this, I could be out six more
22 weeks, and I don't know if anyone that is on the

1 line has any control of getting that done any
2 quicker.

3 MR. JACOBS: I can't make an exact commitment on
4 the timewise, but I am certain that we can do
5 better than six weeks.

6 MR. ZAAR: Well, I would appreciate anything
7 that we can do. And if Ameritech is unable to do
8 it, I want Commonwealth Edison to proceed and cut
9 off the pole, and we will deal with Ameritech as a
10 completely separate issue and ComEd will be
11 released from this. If it goes another two weeks
12 and I don't have an answer from Ameritech, I just
13 want ComEd to start because they have been paid and
14 I am ready to have them do it and they are actually
15 going to begin to hold me up. Ameritech is not a
16 problem in my immediate future.

17 JUDGE RILEY: Okay.

18 MR. ZAAR: It seems like it would be a better
19 resolution for everyone if we could make this
20 happen now than later, but I don't have any
21 immediate need for Ameritech to resolve it if we
22 can't and I don't even have any need for their

1 service so we can do whatever we have to at that
2 point.

3 JUDGE RILEY: Then am I correct in saying that
4 we can discuss this on the 23rd? Mr. Huttenhower,
5 you will get an answer to Mr. --

6 MR. HUTTENHOWER: I hope to be able to call him
7 back within a day or two.

8 JUDGE RILEY: Then I will simply leave it at
9 this. I will continue this matter to July 23rd at
10 10:00 a.m., and again, we will handle the matter
11 telephonically.

12 Mr. Huttenhower, would you be so good as
13 to set up another conference call?

14 MR. HUTTENHOWER: Yeah. I think if you just
15 save the contact information from today, it should
16 be --

17 JUDGE RILEY: It should be valid for the 23rd.

18 MR. HUTTENHOWER: Yeah. Unless the powers that
19 be decide to switch our access number again.

20 JUDGE RILEY: We will just leave it at the same
21 number then unless we hear otherwise.

22 MR. JACOBS: Could ComEd hear from Mr. Zaar if

1 this matter gets resolved with Ameritech that -- if
2 he could call me, then we would be willing to
3 proceed with this as soon as responsible and, also,
4 we would know then that we would not -- we would be
5 limited in our participation on the 23rd.

6 MR. ZAAR: Right. No. I will definitely -- you
7 will hear from me as soon as something happens one
8 way or another. I will call you and let you know
9 that they are going along with it or they are not
10 going along with it.

11 MR. JACOBS: Fine.

12 MR. ZAAR: Fair enough. Thank you.

13 JUDGE RILEY: Then this matter is continued to
14 July 23rd at 10:00 a.m. for telephonic status.
15 Thank you, gentlemen.

16 (Whereupon, the above-entitled
17 matter was continued to
18 7/23/01 at 10:00 a.m.)

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